



FAIRFAX COUNTY
PUBLIC SCHOOLS

AMENDMENT

Department of Financial Services

Office of Procurement Services
8115 Gatehouse Road, Suite 4400
Falls Church, Virginia 22042-1203
Telephone: 571-423-3550

SEP 20 2011

AMENDMENT NO. 2

CONTRACT TITLE:

CONTRACTOR

Blackboard, Inc.
650 Massachusetts Avenue
Washington, D.C. 20001-3796

VENDOR CODE

B522081178 01

CONTRACT NO.

RQ11-183360-69A

By mutual agreement, contract RQ11-183360-69A is amended to incorporate the Exhibit to Blackboard Professional Services Agreement Statement of Work for the SafeAssign Building Block Customization.

All other pricing, terms and conditions remain the same.

Ron Hull, CPPO
Acting Director

RAH/mrh

DISTRIBUTION:

FCPS – Procurement Services – Michelle Hoilman
FCPS – IT – Jean Welsh (jrwelsh@fcps.edu)
Contractor

Boat
9/21/11

**EXHIBIT TO
BLACKBOARD PROFESSIONAL SERVICES AGREEMENT**

STATEMENT OF WORK

This Work Statement is a preliminary expectation of both Blackboard and Fairfax County Public Schools ("Customer") of the services that may need to be performed. As such it may be modified by a writing approved by the designated project managers of each Blackboard and Customer.

This Statement of Work (SOW) is an attachment to the Professional Services Agreement (PSA), dated July 1, 2011, between Blackboard and Customer which is hereby referenced and incorporated into this SOW and will legally control the delivery of services.

Engagement Summary

Blackboard has created a customized version of the SafeAssign Building Block in response to Fairfax County Public Schools' request to remove the associated link for the SafeAssign Terms of Use (TOU) so that the TOU link is not presented to end users. This agreement covers the Blackboard Consulting support required to maintain this customization in the event of new releases of the SafeAssign software.

Scope of Services

Based on discussions with the customer and our derived understanding, Blackboard will deliver the following Services:

Maintenance Services

The Integration Customization Maintenance ("ICM") service provides customers with Blackboard Consulting assistance to ensure customizations and integrations are compatible with upgrades. This service will be provided for the following named consulting projects:

- SafeAssign Building Block Customization

More specifically, ICM services will provide the following:

- Facilitated Blackboard Consulting support and development assistance for named consulting projects through the application/installation of Updates, Upgrades, Service Packs and "hot fixes" of Blackboard Academic Suite™ and Blackboard Learn™
- If hosted by Blackboard, continued operation of named consulting projects in the event of a hardware failover or in conjunction with Managed Hosting upgrades and underlying infrastructure changes, excluding Oracle RAC configurations (Managed Hosting Customers only).

Customer Requirements / Assumptions

- Blackboard's ability to respond to and resolve ICM tickets is contingent upon Customer's purchase/availability of a test environment that is comparable to Customer's production environment

Customer Responsibilities

Blackboard's Consulting model assumes active participation from the customer team.

Professional Fees, Expenses and Terms

Integration and Customization Maintenance Services Billed on a Firm-Fixed Price Basis

Integration and Customization Maintenance ("ICM") is an annual maintenance fee for the named service consulting project(s). ICM will be invoiced for the annual amount upon go-live of the named service-consulting project. Year 2 ICM fees will be invoiced on a prorated basis to align with the Blackboard Software License renewal date. Thereafter, ICM will automatically renew on an annual basis at Blackboard's then current fees.

Services Pricing

Firm-Fixed Price Services

The costs for additional services to be provided on a Firm-Fixed Price basis are detailed below:

Service Name	Product Code	Term of Service	Fees
ICM for SafeAssign Customization	AS-ICMCUSDV	Annual	\$5,000

Firm-Fixed Price Milestone/Invoicing Schedule

Service Name	Milestone	Invoice Amount
ICM for SafeAssign Customization	Invoiced upon ICM activation	\$5,000

Project Timeline

The actual project schedule will be finalized with the Customer's project lead upon project initiation.

Change Control

Changes to scope, resources, staffing, or timeline may impact this estimate. In the event a change occurs, the Blackboard Consulting Project Manager will capture and assess the impact and relevant implications through the project Change Control Process. This process will yield a Project Change Request (PCR) document for the customer's review and consideration. The PCR requires customer and Blackboard approval to be valid and actionable, if applicable.

General Engagement Assumptions

Our approach, timeline, team structure, and professional fees are based on the below assumptions. Variance from these assumptions will be managed through the Change Control Process and may affect the actual schedule and cost of the project.

- This agreement covers only the activities as described;
- Staffing and scheduling for project roles/positions will begin once the Statement of Work is signed and Purchase Order is received
- Payment for any software licenses is not contingent on or related to payment or performance for professional services
- Any scheduling estimates are based on the assumption that the customer will respond to any decision required from the Customer within 5 business days.
- Quality involvement by the Customer is critical to the project's success. The Customer's representative shall be responsible for coordinating all meetings that involve Customer and third-party contractor staff members, working products, and information requests within the agreed upon timeframes;
- Hardware and software configuration and environment(s), either managed or self-hosted, can support the functional/technical services included in this SOW
- All interfacing systems in the environment(s) designated for functional testing will be available.
- Working Products are artifacts, used by Blackboard, that demonstrate progress toward a deliverable; however, they are not themselves deliverables;
- The customer shall pay all outstanding invoices from any previous Blackboard agreements greater than thirty (30) days, prior to beginning work under this document;
- All Firm-Fixed Price Consulting Services related to this Project, as outlined in this document, shall be billed according to the Milestone/Invoicing Schedule as outlined in the Services Pricing section of this document;
- Travel is not required in connection with this service.

IN WITNESS WHEREOF, the parties hereto have executed this Statement of Work as of the date written below.

BLACKBOARD



Signature
TESS FRAZIER- VICE PRESIDENT

Print Name and Title

Date: September 15, 2011

CUSTOMER: Fairfax County Public Schools



Signature Ron Hull, Acting Director, OPS

Print Name and Title

Date: 9/20/11

APPENDIX INTEGRATION AND CUSTOMIZATION (ICM)

OVERVIEW

Blackboard Consulting offers an annual subscription-based maintenance program for each consulting project involving the integration or customization of the Blackboard Learn™ software.

The Integration Customization Maintenance ("ICM") service provides customers with Blackboard Consulting assistance, for named consulting projects, to support planned Blackboard upgrades or ad-hoc Customer questions.

ASSUMPTIONS

- ICM covers Blackboard-implemented solutions per the original scope of the project. This service will be delivered in accordance with the complete ICM support guidelines as outlined in the ICM Support Guide located here:
<https://behind.blackboard.com/s/sysadminas/refcenter/docs/details.Bb?DocumentID=3031&pid=100&rid=5755&dt=UD>
- The following basic assumptions also apply to all ICM support agreements:
- For all upgrades, customers must have a comparable non-production environment installed with the customization. As Blackboard Consulting does not provide server hardware environments to replicate customers' solutions for development, ICM will need access to the customer's non-production environment to test and validate any required changes prior to deployment in the production environment;
- Customer will notify ICM four (4) weeks prior to any upgrade with upgrade plans;
- All software developed and provided to the Customer by Blackboard Consulting is maintained solely by Blackboard.
- ICM covers support related to planned minor releases from Blackboard such as application packs, service packs and hot fixes, as well as updates and upgrades Blackboard Learn™.

Issue types not covered by ICM include (but are not limited to) the following:

- Issues resulting from changes to the system architecture;
- Issues resulting from changes to the customer's external environments such as third party tools used for authentication, SIS systems etc.

INTEGRATION AND CUSTOMIZATION MAINTENANCE

ICM Program. If purchased by Customer, Blackboard may provide ICM Services as part of an annual maintenance program to support Customer's implementation, integration, and use of the Software licensed under this Schedule. All Software developed and provided to the Customer by Blackboard is maintained solely by Blackboard. ICM Services are to be provided in accordance with Blackboard's then-standard ICM policy.

Nonexclusively. Customer acknowledges that it has no right of exclusivity as to any of the services that may be provided by Blackboard under this Agreement or this Schedule, and that Blackboard shall have the right to provide the same or similar services to third parties, and to use or otherwise exploit any Blackboard software in providing such services.

Program Continuity. If Customer purchases the ICM Services for the Initial paid term and then terminates then and Customer later desires to reinstate the ICM Services, Customer shall be required to pay the total amount of all fees that would have been due had the ICM Services continued, as well as a reinstatement fee of twenty percent (20%) of the total amount of such fees. If Customer does not select the ICM Services for the Initial Term and Customer later desires to purchase the ICM Services, Customer shall be required to pay the total amount of all fees that would have been due had the ICM Services been purchased initially, as well as a late initiation fee of twenty percent (20%) of the total amount of such fees.

TERM AND TERMINATION

Term. This ICM shall commence upon deployment of integration/customization into Customer's Blackboard environment and shall continue in effect for a period of one (1) year (the "Initial Term") unless earlier terminated, and shall renew automatically for successive one (1) year periods (each, a "Renewal Term"), unless either party provides written notice to the other party of its intention not to renew the ICM at least thirty (30) days prior to the expiration of the Initial Term or the then-current Renewal Term. For convenience, the Initial Term and Renewal Term may sometimes be referred to collectively as the "Term". Any renewals shall be at Blackboard's then current pricing.

Termination for Cause. Notwithstanding the perpetual nature of the license granted to Customer for use of the Downloadable Solution, either party may terminate the ICM and the associated Downloadable Solution licenses immediately upon written notice to the other party, if the other party fails to perform any of its obligations under this Statement of Work and the Agreement and fails to remedy such breach within thirty (30) days after receipt of such written notice.

Effect of Termination. In the event of termination of the Agreement, this Statement of Work or the licenses granted hereunder for any reason, Blackboard shall immediately cease providing any ICM Services purchased by Customer. Notwithstanding the perpetual nature of the license granted to Customer for use of the Software, in the event of a termination for Customer breach, Customer shall immediately (i) discontinue all use of the Software including any modifications made during the Term, as well as Blackboard trademarks, trade names and other proprietary rights; (ii) erase or destroy the Software including any modifications made during the Term, contained in the computer memory or on a computer server under control of Customer; (iii) return to Blackboard or destroy all copies of the Software in the possession or control of Customer or its employees, contractors or other related parties; and (iv) certify in writing to Blackboard, within thirty (30) days of the termination of this Statement of Work, that Customer has complied with the foregoing. In addition to those provisions which survive termination as set forth in the Professional Services Agreement, the provisions of Sections 3.2, 3.3, and 4.3 of this Appendix shall survive the termination of this Agreement or the licenses granted hereunder.



FAIRFAX COUNTY
PUBLIC SCHOOLS

AMENDMENT

Department of Financial Services

Office of Procurement Services
8115 Gatehouse Road, Suite 4400
Falls Church, Virginia 22042-1203
Telephone: 571-423-3550

JUN 30 2011

AMENDMENT NO. 1

CONTRACT TITLE: Learning Content Management System and Related Service and Support

CONTRACTOR

Blackboard, Inc.
650 Massachusetts Avenue
Washington, DC 20001-3796

VENDOR CODE

B522081178 01

CONTRACT NO.

RQ11-183360-69A

By mutual agreement, contract RQ11-183360-69A is amended to incorporate the Statement of Work dated July 1, 2011 as part of the Professional Services Agreement (PSA) for consulting services for the customization and integration with the Horizon application.

All other pricing, terms and conditions remain the same.

Ron Hull, CPPO
Acting Director

RAH/mrh

DISTRIBUTION:

FCPS – Information Technology – Jean Welsh
FCPS – Information Technology – Allison Calderon
Contractor

BAH
7/6/11

RQ11-183360-69A

**EXHIBIT TO
BLACKBOARD PROFESSIONAL SERVICES AGREEMENT
STATEMENT OF WORK**

This Work Statement is a preliminary expectation of both Blackboard and Fairfax County Public Schools ("Customer") of the services that may need to be performed. As such it may be modified by a writing approved by the designated project managers of each Blackboard and Customer.

This Statement of Work (SOW) is an attachment to the Professional Services Agreement (PSA), dated July 1, 2011, between Blackboard and Customer which is hereby referenced and incorporated into this SOW and will legally control the delivery of services.

Engagement Summary

Fairfax County Public Schools wants to integrate their Blackboard system, FCPS 24-7 Learning, with Northrup Grumman's Horizon Rubric Assessment tool for the 2011-2012 school year. This customization will allow access for a user in Horizon to specific Resources within Blackboard's Content System. To this end, Blackboard Consulting will provide a custom software development service.

Scope of Services

Based on discussions with the Customer and our derived understanding, Blackboard will deliver the following Services:

Project Management

Project Management facilitates communication within Blackboard and with the Customer related to this engagement, and coordinates Blackboard's activities for this engagement. The goal of Project Management is that project objectives and milestones are met in a timely and cost effective manner. To achieve these outcomes, Blackboard will appoint a Project Manager who will be responsible for the overall engagement delivery, documentation, status reporting, and resource management.

Custom Software Development

The primary objective of the Custom Development service is to design and deliver a custom software solution that meets the specific requirements of the Customer's organization. More specifically, the Custom Development service provides:

- A well-defined process that accelerates solution development and deployment
- A solution that is professionally designed, developed and tested
- Documentation and ongoing Blackboard support of the custom application through an Integration and Customization Maintenance (ICM) agreement

This service will include the following phases of the software development lifecycle:

- Requirements analysis and documentation
- Technical solution design and validation
- Software development and documentation
- Testing and debugging
- Move to production (go live)
- Transition to Maintenance under the applicable ICM agreement

Scope

Blackboard Consulting will provide a building block for integration with the Horizon Tool that Fairfax County Public Schools will be using in the school year 2011-2012.

This Building Block will allow users to click on a link in Horizon which will open a new browser window, launch FCPS 24-7 Learning (Blackboard Learn), and access the corresponding Resource using the Resource Name provided by Horizon.

The user will have the option to View or Save the Resource.

Assumptions:

- Horizon will use the same resource name as FCPS 24-7 Learning
- The same token-based authentication that is currently in place for the Horizon to eCART Resource Search integration will be implemented as part of this solution
- The integration will not check user's privilege against the resource being accessed. If the user can access the link on Horizon, then they will be able to access the file.
- The link will function based on browser file access functionality
- This integration will be implemented as a separate building block and not be part of the Horizon to eCART Resource Search integration
- This integration should track audit information in separate resource log files for custom reports to be able to parse

Artifacts to be delivered**Planning and Requirements Analysis Phase**

The deliverables associated with the Planning and Requirements Analysis Phase are as follows:

- **Requirements Documentation** – Serves as the foundation for system design and development; captures user requirements to be implemented in a new or enhanced system.
- **Requirements Traceability Matrix (RTM)** – Requirements will be mapped into the RTM, which maps each detailed functional requirement to its source. A RTM matrix is used to verify that all stated and derived requirements are allocated to system components and other deliverables (forward trace). The matrix is also used to determine the source of requirements (backward trace). In addition, the RTM is used to document and ensure the integration of a specific requirement to the associated test case in support of user acceptance testing and production readiness. Changes to the requirements resulting from the agreed change management process will be reflected in an update to the RTM.

Design and Development Phase

The deliverable associated with the Design and Development Phase is as follows:

- **System Software and Documentation** – This is the actual software developed to be in the Testing Phase and finalized before implementation of the system, as well as documentation pertaining to the administration, maintenance, and operating procedures of the software solution

Testing Phase

The deliverable associated with the Testing Phase is as follows:

- **Test Plan and Test Cases** – The Test Plan ensures that all aspects of the system are adequately tested and can be implemented. It documents the scope, content, methodology, sequence, management of, and responsibilities for test activities. The test cases are based on the use cases developed during requirements analysis and are tied to the requirements. They define the scope of Customer testing performed during User Acceptance Testing (UAT).

Note: The testing phase will include system testing and integration testing, as well as coordination with Northrop Grumman for load testing using load generated on the Horizon side of the integration.

Move to Production

The deliverable associated with the Move to Production Phase is as follows:

- **Production Readiness Review & Checklist** - The PRR & Checklist evaluates software to determine if the design is ready for production and if the combined project team has accomplished adequate production planning. The checklist documents the aforementioned process.

Scope of Additional Services**Integration Customization Maintenance**

The Integration Customization Maintenance (“ICM”) service provides Customers with Blackboard Consulting assistance to ensure customizations and integrations are compatible with upgrades. This service will be provided for the following named consulting projects:

- eCART module updates

More specifically, ICM services will provide the following:

- Facilitated Blackboard Consulting support and development assistance for named consulting projects through the application/installation of Updates, Upgrades, Service Packs and “hotfixes” of Blackboard Academic Suite™
- Maintain an existing Blackboard certified customization within the scope of the original solution

Project Resource Requirements

In order to complete this project, Blackboard proposes the following projected staffing model.

Role	Activities and Responsibilities
Director	Executive oversight and project quality management
Project Manager	Facilitates communication within Blackboard and with the Customer related to this engagement, and coordinates Blackboard's activities for this engagement
QA Analyst	Responsible for quality assurance of the deliverable.
Architect	Owns the delivery of the solution from a technical standpoint and is accountable for the overall quality of the end product. The architect works closely with the project manager to coordinate the implementation, testing and delivery of the solution.
Developer	Responsible for the implementation of the solution.

Customer Responsibilities

The Blackboard Consulting service model assumes active participation from the Customer team. The Customer is responsible for staffing resources on the project that have the necessary functional and technical knowledge to successfully execute required tasks.

Role / Skills Needed	During which project phase/service	Level of involvement
Project Manager	Entire Project	Work with Blackboard Project Manager throughout project.
Functional and Technical Subject Matter Experts	Planning and Requirements Analysis, Testing	Input to and review of requirements and test plan. May also perform testing.
Testers	Testing and Move to Production	Test the solution for acceptance and validation after move to production.

Professional Fees, Expenses and Terms

Consulting Services Billed on Firm-Fixed Price Basis

This deliverable-based fixed price SOW is valid for thirty (30) days from the prepared date.

Please reference the Service Pricing section 7.1 for professional fees information. Blackboard Consulting rates reflect the role and requisite experience level of the assigned individuals.

Normal consulting hours are from 9 am to 5 pm local time Monday through Friday excluding Blackboard Holidays.

Integration and Customization Maintenance Services Billed on a Firm-Fixed Price Basis

Integration and Customization Maintenance ("ICM") is an annual maintenance fee for the named service consulting project. ICM will be invoiced upon go-live of the named service consulting project(s) per section 7.2 below. Year 2 ICM fees will be invoiced on a prorated basis to align with the Blackboard Software License renewal date. Thereafter, ICM will automatically renew on an annual basis at the rate mutually agreed by Blackboard and FCPS.

Services Pricing

Consulting Service Fees

The following sets forth the pricing for this SOW. Deliverables will be invoiced upon FCPS acceptance. Payment terms are net thirty (30) days. The table below lists the cost associated with each of the deliverables that will be created as part of this SOW.

Deliverables	Product Code	Fees
Requirements Documentation & Traceability Matrix	AS-CUSTDEVEL	\$10,600
System Software and Documentation	AS-CUSTDEVEL	\$30,400
Test Plan & Test Cases	AS-CUSTDEVEL	\$15,400
Production Readiness Review	AS-CUSTDEVEL	\$7,200
	Deliverable Total	\$63,600

Integration and Customization Maintenance Costs

The costs for additional ICM services to be provided on a Firm-Fixed Price basis are detailed below:

Service Name	Product Code	Term of Service	Fees
Integration and Customization Maintenance (ICM)	AS-ICMCUSDV	Annual	\$12,000
		Total	\$12,000

Customer will be invoiced the annual ICM fee at activation, i.e., approximately two weeks after go-live of the enhancements.

Project Timeline

The project schedule will be finalized with the Customer's project lead upon project initiation.

Change Control

Changes to scope, resources, or timeline may impact this estimate. In the event a change occurs, the Blackboard Consulting Project Manager will capture and assess the impact and relevant implications through the project Change Control Process. This process will yield a Project Change Request (PCR) document for the Customer's review and consideration. The PCR requires Customer and Blackboard approval to be valid and actionable, if applicable.

Assumptions

Our approach, timeline, team structure, and professional fees are based on the below assumptions. Variance from these assumptions will be managed through the Change Control Process and may affect the actual schedule and cost of the project.

- This SOW Expires 30 Days from the prepared date;
- This is a deliverable-based fixed price Statement of Work;
- Deliverables will be billed upon Customer acceptance. Payment terms are Net 30 days;

- This agreement covers only the activities as described;
- Customer will complete a review of all submitted draft working products, or set of working products, in five business days unless otherwise agreed to in writing;
- The Customer shall assign a representative to be the primary point of contact for the Blackboard Project Manager. This representative shall have full authority to make all decisions regarding project scope, overall timeline, and related projects costs, as well as ensuring the necessary Customer project personnel, resources, etc. are available to successfully complete the project(s);
- Quality involvement and working products from the Customer are critical to the project's success. To that end, the Customer's representative shall be responsible for coordinating all meetings that involve Customer and third-party contractor staff members, working products, and information requests in a timely fashion;
- User Acceptance Testing is the responsibility of the Customer;
- Load testing of the Blackboard Learn software is not required and not within the scope of this engagement;
- Customer will schedule and manage appropriate personnel to execute test cases;
- Working Products are artifacts, used by Blackboard, that demonstrate progress toward a deliverable; however, they are not themselves deliverables;
- Travel by Blackboard is not required for this project, (i.e, this work can be accomplished using remote Blackboard resources);
- The Customer will bring current all outstanding invoices from previous agreements greater than thirty (30) days, prior to beginning work under this document.

IN WITNESS WHEREOF, the parties hereto have executed this Statement of Work as of the date written below.

BLACKBOARD



Signature

TESS FRAZIER- VICE PRESIDENT

Print Name and Title

Date: June 21, 2011

CUSTOMER: Fairfax County Public Schools



Signature

Ron Hull, Acting Director, OPS

Print Name and Title

Date: 6/28/11

APPENDIX INTEGRATION AND CUSTOMIZATION (ICM)

OVERVIEW

Blackboard Consulting offers an annual subscription-based maintenance program for each consulting project involving the integration or customization of the Blackboard Academic Suite software.

The Integration Customization Maintenance ("ICM") service provides Customers with Blackboard Consulting assistance, for named consulting projects, to support planned Blackboard upgrades or ad-hoc Customer questions.

ASSUMPTIONS

ICM covers Blackboard-implemented solutions per the original scope of the project, or the scope as modified by an approved change request. This service will be delivered in accordance with the complete ICM support guidelines as outlined in the ICM Support Guide located here:

<https://behind.blackboard.com/s/sysadminas/refcenter/docs/details.Bb?DocumentID=3031&pid=100&rid=5755&dt=UD>

The following basic assumptions also apply to all ICM support agreements:

- For all upgrades, Customers must have a comparable non-production environment installed with the customization. As Blackboard Consulting does not provide server hardware environments to replicate Customers' solutions for development, ICM will need access to the Customer's non-production environment to test and validate any required changes prior to deployment in the production environment;
 - Customer will notify ICM four (4) weeks prior to any upgrade with upgrade plans using the normal support channels in coordination with the FCPS complex hosting manager;
 - All software developed and provided to the Customer by Blackboard Consulting is maintained solely by Blackboard.
 - ICM covers support related to planned minor releases from Blackboard such as application packs, service packs and hotfixes, as well as updates and upgrades to Blackboard Learn™.
- Issue types not covered by ICM include (but are not limited to) the following:
- Issues resulting from changes to the system architecture not recommended or initiated by Blackboard;
 - Issues resulting from changes to the Customer's external environments such as third party tools used for authentication, SIS systems etc.
 - Issues not listed above will be evaluated and mutually agreed by Blackboard and FCPS

Integration and Customization

ICM Program. If purchased by Customer, Blackboard may provide ICM Services as part of an annual maintenance program to support Customer's implementation, integration, and use of the Software licensed under this Schedule. All Software developed and provided to the Customer by Blackboard is maintained solely by Blackboard. ICM Services are to be provided in accordance with Blackboard's then-standard ICM policy.

Nonexclusivity. Customer acknowledges that it has no right of exclusivity as to any of the services that may be provided by Blackboard under this Agreement or this Schedule, and that Blackboard shall have the right to provide the same or similar services to third parties, and to use or otherwise exploit any Blackboard software in providing such services.

Program Continuity. If Customer purchases the ICM Services for the Initial paid term and then terminates then and Customer later desires to reinstate the ICM Services, or does not select the ICM Services for the Initial Term and Customer later desires to purchase the ICM Services, Customer shall enter into a time and materials agreement with Blackboard to certify and update if necessary, the covered solution prior to reinstating ICM Services at a mutually agreed annual rate.

TERM AND TERMINATION

Term. This ICM shall commence upon deployment of the accepted customization into Customer's Blackboard Production environment and shall continue in effect for a period of one (1) year (the "Initial Term") unless earlier terminated, and shall renew automatically for successive one (1) year periods (each, a "Renewal Term"), unless either party provides written notice to the other party of its intention not to renew the ICM at least thirty (30) days prior to the expiration of the Initial Term or the then-current Renewal Term. For convenience, the Initial Term and Renewal Term may sometimes be referred to collectively as the "Term." Any renewals shall be at an annual rate mutually agreed by Blackboard and FCPS.

Termination for Cause. Notwithstanding the perpetual nature of the license granted to Customer for use of the Solution, either party may terminate the ICM immediately upon written notice to the other party, if the other party fails to perform any of its obligations under this Statement of Work and the Agreement and fails to remedy such breach within thirty (30) days after receipt of such written notice.

Effect of Termination. In the event of termination of the Agreement, this Statement of Work or the licenses granted hereunder for any reason, Blackboard shall immediately cease providing any ICM Services purchased by Customer. In addition to those provisions which survive termination as set forth in the Professional Services Agreement, the provisions of Sections 3.2, 3.3, and 4.3 of this Appendix shall survive the termination of this Agreement or the licenses granted hereunder.